# ATTACHMENT A CUSTOMER SERVICE STANDARDS

## Section 1. POLICY

- A. The Grantee shall be permitted to resolve citizen Complaints prior to action or involvement by the LFA.
- B. If a Complaint is not resolved by the Grantee to the citizen's satisfaction, the LFA may intervene. In addition, where a pattern of, or unremedied, noncompliance with the Customer Service Standards ("Standards") is identified, the LFA may choose to follow the procedures contained in these Standards. If the noncompliance is not addressed to the satisfaction of the LFA, monetary or other sanctions may be imposed to encourage compliance.
- C. These Standards are intended to be of general application; however, the Grantee shall be relieved of any obligations hereunder if it is unable to perform due to circumstances beyond its reasonable control, as described in Subsection 14.11 of the Franchise. The Grantee shall seek to render efficient service and to make repairs promptly. In addition, the Grantee may, and is encouraged to exceed these Standards for the benefit of its Customers and such shall be considered performance for the purposes of these Standards.

#### Section 2. **DEFINITIONS**

When used in these Standards, the following words, phrases, and terms shall have the meanings given below.

"Complaint" shall mean an initial or repeated Customer expression of dissatisfaction, whether written or oral, that is referred beyond a Customer Service Representative at the Call Center, or to the Grantee's system office or regional office or corporate headquarters, or to the LFA for resolution. This does not include routine inquiries and service requests.

"Customer" shall mean any person who lawfully receives Cable Service from the Grantee.

"<u>Customer Service Representative</u>" or "<u>CSR</u>" shall mean any person employed by the Grantee to assist, or provide service to Customers, whether by answering telephone calls, answering Customers' questions, or performing other customer service related tasks.

"Grantee" shall mean Comcast of Washington, LLC and Comcast of Washington IV, Inc.

"LFA" shall mean the City of Shoreline, Washington.

"Normal Business Hours" shall mean those hours during which most similar businesses in the LFA are open to serve Customers. In all cases, "Normal Business Hours" must include some evening hours, with Customer Service Representatives available, at least one night per week and some weekend hours.

"Normal Operating Conditions" shall mean those service conditions that are within the control of the Grantee. Those conditions that are not within the control of the Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, and severe or unusual weather conditions. Those conditions that are ordinarily within the control of the Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System.

"Service Interruption" shall mean the loss of picture or sound on one or more cable channels.

#### Section 3. **COURTESY**

All employees of the Grantee shall be courteous, knowledgeable and helpful and shall provide effective and satisfactory service in all contacts with Customers.

## Section 4. ACCESSIBILITY

- A. The Grantee is encouraged to provide customer service centers. If provided, customer service shall be available at a service center or centers at least nine consecutive hours on Monday through Friday, ending no earlier than 6:00 p.m., and at least four consecutive hours on Saturdays, ending no earlier than 1:00 p.m. The service center(s) shall be fully staffed with Customer Service Representatives offering the following services to Customers who come to the service center(s): bill payment, equipment return (at designated locations), processing of change of service requests, and response to other Customer inquiries and requests. The Grantee shall post a sign at the service center(s) advising Customers of its hours of operation and of the addresses and telephone numbers at which to contact the LFA and the Grantee if the service center is not open at the times posted. The Grantee shall also make available its web site and e-mail address to its Customers. The Grantee shall also provide free exchanges of faulty converters at the Customer's address at a convenient time that is mutually agreed upon.
- B. The Grantee shall maintain local telephone access lines or a toll free telephone number that shall be available 24 hours a day, seven days a week for service/repair requests and billing inquiries.
- C. The Grantee shall have dispatchers and technicians on call 24 hours a day, 7 days a week, including legal holidays.
- D. Trained Customer Service Representatives will be available to respond to Customer telephone inquiries during Normal Business Hours. Under Normal Operating Conditions, telephone answer time shall not exceed thirty (30) seconds when the connection is made.

If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis. Under Normal Operating Conditions, the Grantee shall maintain adequate telephone line capacity to ensure that telephone calls are answered as provided in these Standards.

- E. After Normal Business Hours, the telephone lines may be answered by a service or an automated response system, including an answering machine. Inquiries received after Normal Business Hours must be responded to by a trained Customer Service Representative on the next business day.
- F. Under Normal Operating Conditions, the total number of calls receiving busy signals shall not exceed three percent (3%) of the total telephone calls. This standard shall be met ninety percent (90%) or more of the time measured quarterly.
- G. The Grantee shall not be required to acquire equipment or perform surveys to measure compliance with any of the telephone answering standards above unless and until the LFA requests such actions based on a historical record of Customer inquiries or Complaints indicating a clear failure to comply.

## Section 5. **RESPONSIVENESS**

## A. Residential Installation

- 1. Under Normal Operating Conditions, Grantee shall complete all standard residential installations requested by Customers within seven (7) business days after the order is placed. This standard shall be measured on a quarterly basis and must be met ninety-five percent (95%) of the time. "Standard" residential installations are those located within one hundred twenty-five (125) aerial feet or sixty (60) trench feet if underground, from the existing distribution system. If the Customer requests a nonstandard residential installation, or the Grantee determines that a nonstandard residential installation is required, the Grantee shall provide the Customer in advance with a total installation cost estimate and an estimated date of completion.
- 2. Absent unusual circumstances, all underground cable drops from the curb to the home shall be buried at a depth of no less than twelve inches (12"), and within a reasonable period of time from the initial installation, or at a time mutually agreed upon between the Grantee and the Customer. In all instances, the Grantee must comply with the State's One Call requirements.

## B. Service Appointments

1. Customers requesting installation of Cable Service or service to an existing installation may choose a four-hour block of time for the service appointment between 8:00 a.m. and 6:00 p.m. or another block of time mutually agreed upon by the Customer and the Grantee. The Grantee may not cancel an appointment

- with a Customer after 5:00 p.m. on the day before the scheduled appointment, except for appointments scheduled within twelve (12) hours after the initial call.
- 2. If the Grantee's representative is running late for an appointment with a Customer and will not be able to keep the appointment as scheduled, the Grantee or the Grantee's representative shall contact the Customer. The appointment shall be rescheduled as necessary at a time that is convenient for the Customer.
- 3. The Grantee shall be deemed to have responded to a request for service under the provisions of this section, when a technician arrives within the agreed upon time to initiate the work specified in the work order. If the Customer is absent when the technician arrives, the technician shall leave written notification of timely arrival.

## C. Outages and Service Interruptions

- 1. Except in times of emergency, if there is a system outage (loss of reception on all channels) resulting from Grantee equipment failure affecting five (5) or more Customers, the Grantee shall respond in accordance with its outage response procedures, and in no event more than two (2) hours after the third (3rd) Customer call is received and shall remedy the problem as quickly as possible.
- 2. Under Normal Operating Conditions, the Grantee shall use its best efforts to correct service interruptions resulting from Grantee's equipment failure by the end of the next calendar day, but in no event longer than forty-eight (48) hours and Customers will not be charged for such service calls.
- 3. In the event of a service disruption through Grantee's error, service shall be restored at the earliest time possible and Customers will not be charged for such service calls.
- 4. The Grantee shall keep an accurate and comprehensive file of any and all Complaints regarding the Cable System or its operation of the Cable System, in a manner consistent with the privacy rights of Customers, and the Grantee's actions in response to those Complaints. Upon request, Grantee shall provide the LFA an executive summary of all Customer Complaints received within the past twelve (12) months.
- 5. Absent unusual circumstances, the Grantee shall use its best efforts to initiate repairs on all outages and service interruptions for any cause beyond the control of the Grantee within thirty-six (36) hours, after the conditions beyond its control have subsided but not later than forty-eight (48) hours.

## D. TV Reception

1. The Cable Service signal quality provided by the Grantee shall meet or exceed technical standards established by the Federal Communications Commission

- ("FCC"). The Grantee shall interrupt service only for good cause and for the shortest time possible. Scheduled interruptions shall be preceded by notice and shall occur during periods of minimum use of the system, preferably between midnight and six a.m. (6:00 a.m.).
- 2. If a Customer experiences poor signal quality (whether it relates to a visual or audio problem) which is attributable to the Grantee's equipment, the Grantee shall respond and repair the problem no later than the day following the Customer call, provided that the Customer is available and the repair can be made within the allotted time. If an appointment is necessary, the Customer may choose a block of time, as described in Subsection B.1 of this Section.

#### E. Problem Resolution

A Customer Service Representative shall have the authority to provide credit, waive fees, schedule service appointments and change billing cycles, where appropriate. Any difficulties that cannot be resolved by the Customer Service Representative shall be referred to the appropriate supervisor who shall contact the Customer within twenty-four (24) hours and resolve the problem within forty-eight (48) hours or within such other timeframe as is acceptable to the Customer and the Grantee.

## F. Billing, Credits, and Refunds

- 1. Grantee shall provide a clear and concise bill every month and shall allow at least a reasonable number of days from the beginning date of the applicable service period for payment of a Customer's bill for that period.
- 2. The Grantee shall issue refund checks promptly but no later than either the Customer's next billing cycle following resolution of the request or within thirty (30) days, whichever is earlier, or the return of the equipment supplied by the Grantee if service is terminated. Credits for service will be issued no later than the Customer's next billing cycle following the determination that a credit is warranted.
- 3. Grantee shall not, except to the extent expressly permitted by law, impose any fee or charge for service calls to a Customer's premises to perform any repair or maintenance work related to Grantee's equipment necessary to receive Cable Service, except where such problem is caused by a negligent or wrongful act of the Customer (including, but not limited to a situation in which the Customer reconnects Grantee's equipment incorrectly or installs Customer provided equipment) or by the failure of the Customer to take reasonable precautions to protect Grantee's equipment (for example, a dog chew).
- 4. Upon request, Grantee shall provide the LFA with a rate card with all applicable rates and charges related to Cable Service. In addition, Grantee shall provide the LFA, upon request, a copy of any billing insert related to rates or customer service, provided it is not promotional material.

## G. Notice/Work

1. Except in the case of an emergency involving public safety or service interruption to a large number of Customers, the Grantee shall give reasonable notice to property owners or legal tenants prior to entering private premises. The notice shall specify the type of work to be performed. In the case of an emergency, however, the Grantee shall attempt to contact the property owner or legal tenant in person, and shall leave a door hanger notice in the event personal contact is not made. Nothing herein shall be construed as authorizing access or entry to private property. Any work on private property shall be conducted in accordance with an agreement between the Grantee and the property owner. If damage is caused by any Grantee activity, the Grantee shall replace or repair the damaged property to as good a condition as before the Grantee's activity commenced. Adjacent or affected property owners shall be notified by mail or door hanger at least one week in advance of the installation of pedestals or other major construction or installation projects in the Rights-of-Way or on private property.

## Section 6. SERVICES FOR CUSTOMERS WITH DISABILITIES

- A. For any Customer with a disability, the Grantee shall, at no charge, deliver and pick up converters at the Customer's home. In the case of a malfunctioning converter, the technician shall provide another converter, hook it up and ensure that it is working properly, and shall return the defective converter to the Grantee.
- B. The Grantee shall make available TDD/TTY service with trained operators, who can provide every type of assistance rendered by the Customer Service Representatives, for any hearing-impaired Customer at no charge.
- C. The Grantee shall provide free use of a remote control unit to mobility-impaired Customers (if disabled, in accordance with Subsection D of this Section).
- D. Any Customer with a disability may request the remote control unit described above by providing the Grantee with a letter from the Customer's physician stating the need, or by making the request to the Grantee's installer or service technician, where the need for the special service can be visually confirmed.

## Section 7. CUSTOMER INFORMATION

- A. Upon installation and at any time thereafter, the Customer may request, or upon its own initiative, the Grantee shall provide the following information in a legible written form:
  - 1. Products and services offered by the Grantee, including its channel lineup;
  - 2. The Grantee's complete range of service options and the prices for these services;
  - 3. Instruction on the use of cable TV service and standard DVD/VCR hookups;

- 4. The Grantee's billing, collection and disconnection policies;
- 5. Customer privacy requirements;
- 6. All applicable Complaint procedures, including Complaint forms, and the telephone numbers and mailing addresses of the Grantee and the FCC, as well as the contact information for the LFA;
- 7. Use and availability of parental control/lock out devices;
- 8. Special services for Customers with disabilities; and
- 9. Days, times of operation, and location of the service center(s).
- B. Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to Customers a minimum of thirty (30) days in advance of such change(s) if the change is within the control of the Grantee. The Grantee shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, Franchise Fee, or any other fee, tax, assessment or charge of any kind imposed by any federal agency, State or the LFA.
- C. All officers, agents, and employees of the Grantee or its contractors or subcontractors who are in personal contact with Customers shall wear on their outer clothing identification cards bearing their name and photograph. The Grantee shall account for all identification cards at all times. Every vehicle of the Grantee shall be visually identified to the public as working for the Grantee. Every vehicle of a subcontractor or contractor shall be labeled with the name of the contractor or subcontractor, and shall be further identified as contracting or subcontracting for the Grantee. All CSRs shall identify themselves orally to callers immediately following the greeting during each telephone contact with the public.
- D. If possible, each CSR, technician or employee of the Grantee shall notify customers of the estimated cost of the service, repair, or installation prior to delivery of the service or before any work is performed.

## Section 8. CUSTOMER PRIVACY

- A. The Grantee shall not monitor cable television signals to determine the individual viewing patterns or practices of any Customer without prior written consent from that Customer, except as needed to maintain system integrity or for other lawful purposes.
- B. The Grantee shall not sell or otherwise make available Customer lists or other personally identifiable information without the prior written consent of the Customer, except as otherwise permitted by law. The Grantee is permitted to disclose such information if necessary to render, or conduct, a legitimate business activity related to a Cable Service provided by the Grantee to its Customers.

#### Section 9. SAFETY

The Grantee shall install and locate its facilities, cable system, and equipment in compliance with all federal, state and local safety standards, and in such manner as shall not unduly interfere with or endanger persons or property. Whenever the Grantee receives notice that an unsafe condition exists with respect to its equipment, the Grantee shall investigate such condition immediately, and shall take such measures as are necessary to remove or eliminate any unsafe condition.

## Section 10. SATISFACTION GUARANTEED

The Grantee currently offers a Customer satisfaction guarantee to every Customer who requests installation of Cable Service or who adds any additional programming service to the Customer's cable subscription.

## Section 11. **COMPLAINTS TO THE GRANTEE**

- A. The Grantee shall establish written procedures for receiving, acting upon, and resolving Complaints without intervention by the LFA (except where necessary) and shall publicize such procedures through printed documents at the Grantee's sole expense.
- B. Said written procedures shall describe a simple process by which any Customer may submit a Complaint by telephone or in writing to the Grantee regarding a disputed matter, or an alleged violation of any provision of these Standards or any terms or conditions of the Customer's contract with the Grantee, or reasonable business practices.
- C. Within a reasonable period of time after receiving a Complaint, the Grantee shall notify the Customer of the results of its investigation and its proposed action or credit.
- D. Upon request, Grantee's Complaint procedures shall be provided to the LFA.

#### Section 12. VERIFICATION OF COMPLIANCE

The Grantee shall establish its compliance with all of the Standards required through annual reports that demonstrate said compliance, or as requested by the LFA.

## Section 13. OVERALL QUALITY OF SERVICE

The LFA may evaluate the overall quality of Customer service provided by the Grantee to Customers:

- A. In conjunction with any performance review provided for in the Franchise; or
- B. At any other time, in its sole discretion, based on the number of Complaints received by the Grantee or the LFA, and the Grantee's response to those Complaints.

## Section 14. **PROCEDURES FOR REMEDYING VIOLATIONS**

If the LFA has reason to believe that the Grantee has failed to comply with any of these Standards, or has failed to perform in a timely manner, or if similar Complaints repetitively arise, the LFA may require in writing that the Grantee remedy the alleged noncompliance as outlined in Section 12 of the Franchise. If the alleged noncompliance is denied or not remedied to the satisfaction of the LFA, the LFA may opt to follow the liquidated damages procedures, revocation procedures or seek other remedies set forth in the Franchise, or pursue any other remedies at law or in equity.

## Section 15. **SEVERABILITY**

Should any section, subsection, paragraph, or provision of these Standards be determined to be illegal, invalid, or unconstitutional by any court or agency of competent jurisdiction, such determination shall have no effect on the validity of any other section, subsection, paragraph, or provision of these Standards, all of which shall remain in full force and effect.

#### Section 16. **NON-WAIVER**

Failure of the LFA to enforce any provision(s) of these Standards shall not operate as a waiver of the provision(s) or of the Standards.